

***United States Court of Appeals
for the Second Circuit***



EXHIBITS

DESIGNATED GENERAL COUNSEL EXHIBITS

VOLUME V

(17a-33)

GENERAL COUNSEL'S EXHIBITS

Volume V

Exhibit Description

- 17a. Guild's Trial Committee Decision for Hugh Benson.
- 17b. Guild's Trial Committee Decision for Robert Blees.
- 17c. Guild's Trial Committee Decision for Cy Chermack.
- 17d. Guild's Trial Committee Decision for Jon Epstein.
- 17e. Guild's Trial Committee Decision for David Levinson.
- 17f. Guild's Trial Committee Decision for John Mantley.
- 17g. Guild's Trial Committee Decision for Herman Saunders.
- 17h. Guild's Trial Committee Decision for David Victor.
- 17i. Guild's Trial Committee Decision for Robert Cinader.
- 18. Notice of Charge Against Barry Crane.
- 19. Guild's Decision for Barry Crane.
- 20. Notice of Charge Against Roger Lewis.
- 21. Notice of Charge against Mark Rosin.
- 22. Notice of Charge against Philip Barry.
- 23b. Notice of Appeal for Jon Epstein.
- 23c. Notice of Appeal for John Mantley.
- 23d. Notice of Appeal for Herman Saunders.
- 23e. Notice of Appeal for David Victor.
- 23f. Notice of Appeal for David Levinson.
- 23g. Notice of Appeal for Robert Cinader.
- 23h. Notice of Appeal for Hugh Benson.
- 23i. Notice of Appeal for Cy Chermack.
- 24. Agenda and Rules for WGA Meeting on 11/12/73.

- 26a. Letter from 20th Century Fox.
- 26b. Letter from Paramount.
- 26c. Letter from Screen Gems.
- 26d. Letter from Warner Bros.
- 26e. Letter from MGM.
- 26f. Letter from Disney.
- 27. Letter from Bing Crosby Productions.
- 28. Memo from R. Wood to CBS Employees.
- 31. Press Release -- Daily Variety -- 6/27/73.
- 32. Press Release -- Los Angeles Times -- 6/27/73.
- 33. Press Release -- Hollywood Reporter -- 6/27/73.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HUGH BENSON

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Tuesday, July 31, 1973, at 2:30 P.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provision of Article X of the Constitution and By-Laws of the Writers Guild of America, west effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

George Seaton, Chairman
Danny Arnold
John Lee Mahin
Wendell Mayes
Arnold Peyser

Milton Orman, Esq. represented the Guild on behalf of its Executive Director, Michael Franklin.

Hugh Benson was notified by Certified Mail on June 12, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a current member of the Guild. Mr. Benson was present at the hearing and was represented by David G. Miller of the law firm of Loeb & Loeb.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1. of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Benson was in violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973.

Specifically, Mr. Benson was charged with: (1) Having crossed the Guild's picket line at Metro-Goldwyn-Mayer, Inc. on or about April 4, 1973, without having informed the Guild in advance of the nature of his business with Metro-Goldwyn-Mayer, Inc.; and (2) having during the month of April 1973, and more specifically, on or about April 4, 1973, rendered services for Metro-Goldwyn-Mayer, Inc. against whom the Guild was at such time on strike.

G.C. Exhibit 17 A

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FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

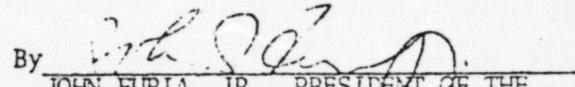
1. Respondent, Hugh Benson, is guilty of violating Section 12 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as charged.
2. Respondent, Hugh Benson, is innocent of all other charges.

IT IS HEREBY ORDERED by the Board of Directors that the charges relating to the violation of the Guild's Strike Order and Sections 1 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, be, and hereby are, dismissed in their entirety in accordance with the recommendation of the Trial Committee. Hugh Benson is hereby acquitted of all such charges.

IT IS HEREBY ORDERED by the Board of Directors that in accordance with the finding of guilt with respect to Section 12 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, that Hugh Benson be suspended for a period of two (2) years, effective immediately and fined the sum of \$100.00 plus the costs of the hearing, said sums to be paid to the Guild no later than October 5, 1973.

Dated at Los Angeles, California, this 31st day of August 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

exhibit

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.

vs.

ROBERT BLEES

The Trial Committee of the Writers Guild of America, West, Inc. (herein called the Guild) convened on Thursday, May 31, 1973 at 2:00 p.m. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, West, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Irma Kalish
Nate Monaster
Barry Oringer
James Poe

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of its Executive Director.

Robert Blees was notified by Certified Mail on April 6, 1973, of the charges, time, date and place of the hearing. He was advised he had a right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Blees did not attend the hearing. He was represented by counsel, Mr. Larry A. Curtis and Mr. William J. Emanuel of the law firm of Musick, Peeler and Garrett.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X, Sections 1, 5 and 6 of the Guild's Constitution and By-Laws. Said charges allege that Mr. Blees was in violation of Sections 12 and 13 of the Rules For The Conduct of a Member During a Strike. Rule 12 prohibits a member from crossing a Guild picket line, and Rule 13 prohibits a member from entering the premises of a struck producer for various stated purposes, and from entering for any purpose without previously informing the Guild.

Specifically, Mr. Blees was charged "with having crossed a Guild picket line on or about March 6, 1973, for the purpose of rendering services for Q.M. Productions, which company was at that time on the Guild's Strike List."

G.C. Exhibit 17 B

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WRITERS GUILD OF AMERICA, WEST, INC.
VS. ROBERT BLEES

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FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, West, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

1. Mr. Blees, a Current member of the Guild, had been given a full and timely notice both of the Rules for Conduct of Members During a Strike, and of the fact that QM Productions was on the strike list at the time of the alleged violation.
2. Mr. Blees nevertheless crossed a Guild picket line and entered the then-struck premises of QM Productions to perform services, in violation of the Rules for Conduct of a Member During a Strike.

IT IS HEREBY ORDERED by the Board of Directors that ROBERT BLEES be expelled from membership in the Guild and removed from any position he may hold in which he represents the Guild, effective immediately, and that he be fined the sum of \$25,000.00 plus the costs of the hearing, said sums to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California, the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

Specifically, Mr. Blees was charged "with having crossed a Guild picket line on or about March 6, 1973, for the purpose of rendering services for Q.M. Productions, which company was at that time on the Guild's Strike List."

Continued..... EXHIBIT

WRITERS GUILD OF AMERICA, west, Inc.



Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRESTVIEW 4-2601
Cable: INTWRITER, LOS ANGELES

October 2, 1973

Certified Mail #70788

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDTIG
Secretary-Treasurer

Mr. Cy Chermak
20224 Delita Dr.
Woodland Hills, California

Re: WRITERS GUILD OF AMERICA, WEST, INC.
vs. CY CHERMAK

Dear Mr. Chermak:

With respect to the above-captioned matter, please find enclosed a copy of the FINDINGS OF THE TRIAL COMMITTEE AND DECISION AND ORDER OF THE BOARD OF DIRECTORS.

Your attention is directed to Article X, Section 9 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., which reads as follows:

MICHAEL H. FRANKLIN
Executive Director
ALAN GRIFFITHS
Assistant Executive Director
LEONARD CHASSMAN
Executive Assistant
JOHN A. MENDONCA
Resident Counsel

DEPARTMENT HEADS
AILEEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. BEATTIE
Residuals
HELYNE LANDRES
Membership
LOIS MC GUIRE
Administration
ELENA THURSTON
Signatories
MARIE M. WHITE
Credits

"Any member found guilty by a trial committee whose findings are affirmed by the Board may appeal such disciplinary action to the membership of the Guild at the next annual membership meeting of the Guild following the imposition thereof. A majority vote of the current members of the Guild in good standing attending such meeting shall be sufficient to reverse either the findings of the committee or the Board or to reduce the discipline imposed.

Notice of such appeal must be filed with the Executive Director of the Guild within thirty (30) days after the member has received notice of the discipline imposed. The member shall have been given at least twenty (20) days advance written notice of the time and place of holding the annual meeting and he may be heard thereat in person but not by counsel. He may also, if he so elects, instead of appearing in person, be represented by a current member in good standing of the Guild.

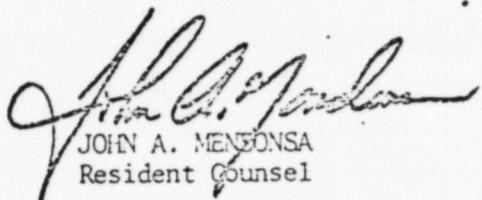
Pending such appeal, the member so disciplined shall have none of the rights and privileges of membership of which he shall have been deprived by way of discipline."

For your convenience a special membership meeting is being scheduled for the month of November to hear appeals in disciplinary matters. If you intend to appeal the enclosed Decision and Order to the membership, you must file written notice of such appeal with the Executive

Continued...

Director within thirty (30) days of your receipt of this letter. Upon receipt of such written notice, you will be advised of the exact date, time and place of the meeting.

Very truly yours,



JOHN A. MENDONSA
Resident Counsel

JAM:cc
Enclosure

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
CY CHERMAK

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Thursday, July 5, 1973, at 2:15 P.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Jack Elinson
Millard Kaufman
Nate Monaster
Leigh Vance

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of its Executive Director, Michael H. Franklin.

Mr. Chermak was notified by certified mail on April 14, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Chermak appeared and was represented by Leonard Maizlish, Esq.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X, Sections 1, 5 and 6 of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Chermak violated the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973.

Specifically, Mr. Chermak was charged with having crossed the Guild's picket line at Universal City Studios, Inc., during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, conclusions and recommendations, to wit:

1. Mr. Chermak, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike and of the fact that the Guild was on strike against Universal City Studios, Inc. at the time of the alleged violation.
2. Mr. Chermak nevertheless crossed the Guild's picket lines at Universal City Studios, Inc. on April 13, 1973. Mr. Chermak by such acts and conduct did violate Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike.

IT IS HEREBY ORDERED by the Board of Directors in accordance with the unanimous recommendations of the Trial Committee, that Mr. Chermak be suspended from membership in the Guild for a period of two years commencing immediately and that he be find the sum of \$7,500.00 plus an amount equal to the cost of the hearing, said sums to be paid to the Guild no later than October 30, 1973.

Dated at Los Angeles, California, this 28th day of September, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By


JOHN FURIA, JR. PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
JON EPSTEIN

The Trial Committee of the Writers Guild of America, West, Inc. (herein called the Guild) convened on Thursday, May 24, 1973 at 4:30 P.M. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, West, Inc. effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Christopher Knopf, Chairman
Michael Blankfort
Nate Monaster
Emmet Lavery
James Poe

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of Executive Director.

Jon Epstein was notified by Certified Mail on April 14, 1973, of the charges, time date and place of the hearing.

He was advised he had a right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Epstein did not attend the hearing. He was represented by counsel, Robert A. H. and Saul N. Rittenberg of the law firm of Loeb and Loeb and Allen E. Sussman of the law firm of Rosenfeld, Meyer and Sussman.

This matter came before the Trial Committee pursuant to charges filed by the Guild Board of Directors in accordance with Article X.B.J. of the Guild's Constitution and By-Laws. Said charges allege that Mr. Epstein was in violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules For the Conduct of a Member During a Strike. Specifically, Mr. Epstein was charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

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G.C. Exhibit 17 D

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FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

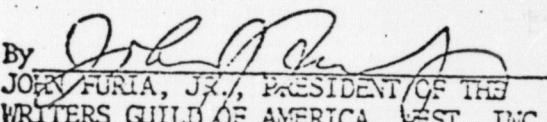
Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, West, Inc. the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

1. Mr. Epstein, a member of the Guild, had been given full and timely notice both of the Rules For the Conduct of Members During a Strike, and of the Guild's Strike Order.
2. Mr. Epstein nevertheless crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, and did at that time render services to a company against whom the Guild was at such time on strike.
3. That Mr. Epstein by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules For the Conduct of Members During a Strike, dated February 20, 1973.

IT IS HEREBY ORDERED by the Board of Directors that Jon Epstein be expelled from membership in the Guild, effective immediately, and that he be fined the sum of \$2,000.00 plus the cost of the hearing, said sum to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
DAVID LEVINSON

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Monday, July 16, 1973, at 10:15 A.M. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc. effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Curtis Kenyon
Arnold Peyser
George Seaton
Robert White

Milton Orman, Esq., represented the Guild on behalf of its Executive Director, Michael H. Franklin.

David Levinson was notified by Certified Mail on June 19, 1973, of the charges, time date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a current member of the Guild.

Mr. Levinson did not attend the hearing. He was represented by counsel, Robert A. Holtzman of the law firm of Loeb & Loeb, and Allen E. Susman of the law firm of Rosenfeld, Meyer & Susman.

This matter came before the Trial Committee pursuant to charges filed by the Guild Board of Directors in accordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Levinson violated the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973.

Specifically, Mr. Levinson was charged with: (1) Having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April 1973, and more particularly on or about April 16 and April 30, 1973, without having informed the Guild in advance of the nature of his business with Universal City Studios, Inc.; and (2) having during the months of April and May, 1973, rendered services for Universal City Studios, Inc. against whom the Guild was at such time on strike.

G.C. EXHIBIT 17

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, West, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

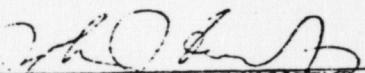
1. Mr. Levinson, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike and of the fact that the Guild was on strike against Universal City Studios, Inc., at the time of the alleged violations.
2. Mr. Levinson, nevertheless, crossed the Guild's picket lines at Universal City Studios, Inc. on April 16 and April 30, 1973 and did at that time render services to said company against whom the Guild was at such time on strike.
3. Mr. Levinson by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike as alleged.

IT IS HEREBY ORDERED by the Board of Directors that David Levinson be suspended from membership in the Guild for a period of two (2) years commencing immediately and that he be fined the sum of \$10,000.00 plus an amount equal to the costs of the hearing, said sums to be paid to the Guild no later than September 6, 1973.

Dated at Los Angeles, California this 31st day of August, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By


JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
JOHN MANTLEY

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Monday, June 11, 1973 at 10:00 a.m. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, West, Inc. effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Jack Ellinson
Millard Kaufman
Barry Oringer
James Poe

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of its Executive Director.

John Mantley was notified by Certified Mail on April 14, 1973, of the charges, time, date and place of the hearing. He was advised he had a right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild

Mr. Mantley did not attend the hearing. He was represented by counsel, Mr. Larry A. Curtis and Mr. William J. Emanuel of the law firm of Musick, Peeler and Garrett.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X, Sections 1, 5 and 6 of the Guild's Constitution and By-Laws.

Said charges allege that Mr. Mantley was in violation of Sections 1, 12 and 13 of the Rule for the Conduct of a Member During a Strike. Section 1 states that any act or conduct prejudicial to the welfare of the Guild, including conduct "tending to defeat a strike or weaken its effectiveness," is subject to disciplinary action. Rule 12 prohibits a member from crossing a Guild picket line. Rule 13 prohibits a member from entering the premises of a struck producer for various stated purposes, and from entering for any purpose without previously informing the Guild.

Specifically, Mr. Mantley was charged "with having crossed the Guild's picket lines at CBS Studio Center during the month of April, 1973, for the purpose of rendering services for Columbia Broadcasting System, Inc., against whom the Guild was at such time on strike."

G.C. Exhibit n F

Writers Guild of America, West, Inc.
John Mantley

Page 2.

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

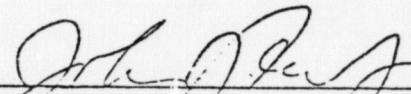
Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, West, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

1. Mr. Mantley, a Current member of the Gui'd, had been given full and timely notice both of the Rules for Conduct of Members During a Strike, and of the fact that Columbia Broadcasting System, Inc. was being struck by the Guild at the time of the alleged violation.
2. Mr. Mantley nevertheless crossed a Guild picket line and entered the struck premises of CBS Studio Center to perform services, in violation of the Rules for Conduct of Members During a Strike.

IT IS HEREBY ORDERED by the Board of Directors that JOHN MANTLEY be expelled from membership in the Guild, effective immediately, and that he be fined the sum of \$50,000.00 plus the costs of the hearing, said sums to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California, the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.

vs.

HERMAN SAUNDERS

The Trial Committee of the Writers Guild of America, west, Inc., (herein called the Guild) convened on Tuesday, May 22, 1973 at 5:17 p.m. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Christopher Knopf, Chairman
Michael Blankfort
Emmet Lavery
Nate Monaster
James Poe

John A. Mendonsa, the Guild's Resident Counsel represented the Guild on behalf of its Executive Director.

Herman Saunders was notified by Certified Mail on April 14, 1973, of the charges, time, date and place of hearing. He was advised that he had a right to be present at the hearing and/or to be represented by counsel or a current member of the Guild.

Mr. Saunders did not attend the hearing. He was represented by counsel, Albert F. S. and Saul N. Rittenberg of the law firm of Leeb and Leeb and Allen E. Sussman of the law firm of Rosenfeld, Meyer and Sussman.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1. of the Guild's Constitution and By-Laws. Said charges allege that Mr. Saunders was in violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules For The Conduct Of A Member During A Strike, dated February 20, 1973. Specifically, Mr. Saunders was charged with having crossed the Guild's picket lines at Universal City Studios, Inc., during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit: *6.C. Exhibit 176* *Next*

/Continued

WRITERS GUILD OF AMERICA, WEST, INC.
VS. HERMAN SAUNDERS
PAGE 2.

1. Mr. Saunders, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike, and of the Guild's Strike Orders.
2. Mr. Saunders nevertheless crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, and did at that time render services to a company against whom the Guild was at such time on strike.
3. That Mr. Saunders by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973.

IT IS HEREBY ORDERED by the Board of Directors that HERMAN SAUNDERS be expelled from membership in the Guild, effective immediately, and that he be fined the sum of \$100.00 plus the costs of the hearing, said sums to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California, the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR. /PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

Trial Committee and hereby adopts said findings, to wit:

/Continued.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
DAVID VICTOR

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Tuesday, May 21, 1973 at 3:00 p.m. at the offices of the Guild in Los Angeles, California to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Christopher Knopf, Chairman
Michael Blankfort
Emmet La very
Nate Monaster
James Poe

John A. Mendonsa, the Guild's Resident Counsel, represented the Guild on behalf of its Executive Director.

David Victor was notified by Certified Mail on April 14, 1973, of the charges, time, date and place of the hearing. He was advised that he had a right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild.

Mr. Victor did not attend the hearing. He was represented by counsel, Albert F. Smith, Robert A. Holtzman, David G. Miller and Saul N. Rittenberg of the law firm of Loeb and Loeb, and Albert E. Sussman of the law firm of Rosenfeld, Meyer and Sussman.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges allege that Mr. Victor was in violation of the Guild's Strike Order and Rules No. 1, 12 and 13 of the Rules For The Conduct of a Member During a Strike, dated February 20, 1973.

Specifically, Mr. Victor was charged with having crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, for the purpose of rendering services for a company against whom the Guild was at such time on strike.

Continued.....

G.C. Exhibit 17 H DKI

WRITERS GUILD OF AMERICA, WEST, INC.
VS. DAVID VICTOR

Page 2.

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

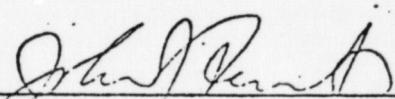
1. Mr. Victor, a member of the Guild, had been given full and timely notice both of the Rules for the Conduct of Members During a Strike, and of the Guild's Strike Order.
2. Mr. Victor nevertheless crossed the Guild's picket lines at Universal City Studios, Inc. during the month of April, 1973, and did at that time render services to a company against whom the Guild was at such time on strike.
3. Mr. Victor by such acts and conduct did violate the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973.

IT IS HEREBY ORDERED by the Board of Directors that DAVID VICTOR be expelled from membership in the Guild, effective ninety (90) days after the termination of the Guild's strike with the Association of Motion Picture and Television Producers, Inc., and that he be fined the sum of \$50,000.00, said sum to be paid to the Guild no later than August 1, 1973.

Dated at Los Angeles, California, the 25th day of June, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By


JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
ROBERT CINADER

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Wednesday, August 22, 1973, at 2:30 P.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Emmet Lavery, Chairman
Jack Ellinson
Sy Gomberg
Wendell Mayes
George Seaton

Milton Orman, Esq. represented the Guild on behalf of its Executive Director, Michael H. Franklin.

Robert Cinader was notified by Certified Mail on July 27, 1973, of the charges, time date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a Current member of the Guild. Mr. Cinader appeared at the hearing and was represented by Robert A. Holzman of the law firm of Loeb & Loeb, and by Allen E. Susman of the law firm of Rosenfeld, Meyer & Susman.

This matter came before the Trial Committee pursuant to charges filed by the Guild Board of Directors in accordance with Article X.B.1. of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Cinader was in violation of the Guild's Strike Order and Sections 1, 12, and 13 of the Rules for the Conduct of Members During A Strike, dated February 20, 1973, as amended May 1, 1973.

Specifically, Mr. Cinader was charged with: (1) Having crossed the Guild's picket line at Universal City Studios, Inc. during the month of June, 1973, without having informed the Guild in advance of the nature of his business with said company; and (2) having during the month of June, 1973, rendered services for Universal City Studios, Inc., a company against whom the Guild was at such time on strike.

G.C. EXHIBIT 17 E

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, West, Inc., the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit:

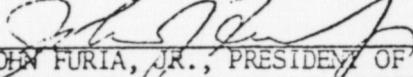
Robert Cinader as charged did cross the Guild's picket lines at Universal City Studios, Inc., in June of 1973 and did render services during the month of June, 1973, to Universal City Studios, Inc., a company against which the Guild was at such time on strike.

IT IS HEREBY ORDERED by the Board of Directors that Robert Cinader be suspended for a period of three (3) years effective immediately and fined the sum of \$5,000.00 plus the costs of the hearing, said sums to be paid to the Guild no later than September 6, 1973.

Dated at Los Angeles, California, this 31st day of August 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By


JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

WRITERS GUILD OF AMERICA, west, Inc.



Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRESTVIEW 4-5501
Cable: INTWRITER, LOS ANGELES

JOHN J. FURIA, JR.
President
TAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

July 27, 1973

CERTIFIED MAIL #70540
RETURN RECEIPT REQUESTED

BOARD OF DIRECTORS
ELBERT BAKER
JOHN W. BUCH
JAMES BONNET
NORMAN CORWIN
THEODORE L. FLICKER
JOHN GAY
DAVID HARMON
DAVID KARP
NATE MONASTER
LIAM O'DRILEN
DAVID W. PINTLIS
LORENZO SEMPLE, JR.
MILVILLE SHAVELSON
RICHARD ALAN SIMONS
LEONARD SPICELGASS
JAMES R. WEBB

Mr. Barry Crane
11924 Riverside Drive
No. Hollywood, CA 91607

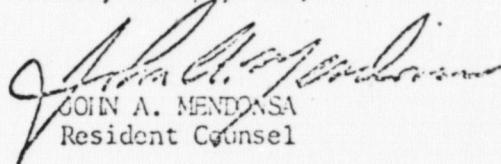
Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Crane:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,


JOHN A. MENDONSA
Resident Counsel

JAM/jeh

Encl.

DEPARTMENT HEADS
AILEEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. BEATTIE
Records
HELYNE LANDIES
Membership
LOIS MCGLIRE
Administration
ELENA THURSTON
Signatures
MARIE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

G.C. Exhibit 18 ①

IN THE MATTER OF
WRITERS GUILD OF AMERICA, WEST, INC.
VS.
BARRY CRANE

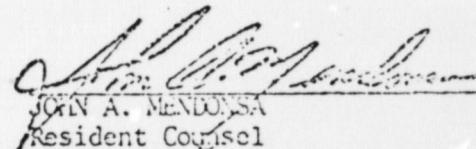
NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 15th day of August, 1973, at 10:00 A.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973 as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Paramount Pictures Corporation during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with Paramount Pictures Corporation; and (2) having, during the months of March, April, May and June 1973, rendered services for Paramount Pictures Corporation, against whom the Guild was at such time on strike.

You have the right to be present at the aforementioned hearing, and to be represented by Counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.


JOHN A. MENDONCA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

July 27, 1973

In the Matter of
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
BARRY CRANE

The Trial Committee of the Writers Guild of America, west, Inc. (herein called the Guild) convened on Wednesday, August 15, 1973, at 10:00 A.M. at the offices of the Guild in Los Angeles, California, to hear testimony and to receive evidence in the above entitled matter. Said proceedings were duly called pursuant to the provisions of Article X of the Constitution and By-Laws of the Writers Guild of America, west, Inc., effective January 18, 1973.

This matter was heard before the following members of the Trial Committee:

Robert A. White, Chairman
E. Jack Neuman
John Lee Mahin
Norman Panama
Arnold Feyser

Milton Orman, Esq. represented the Guild on behalf of its Executive Director.

Barry Crane was notified by Certified Mail on July 27, 1973, of the charges, time, date and place of the hearing. He was advised that he had the right to be present at the hearing and/or to be represented by counsel or a current member of the Guild. Mr. Crane did not attend the hearing. He was represented by counsel, Robert A. Holt and David G. Miller, of the law firm of Loeb & Loeb.

This matter came before the Trial Committee pursuant to charges filed by the Guild's Board of Directors in accordance with Article X.B.1 of the Guild's Constitution and By-Laws. Said charges alleged that Mr. Crane was in violation of the Guild's Strike Orders and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973. Specifically, Mr. Crane was charged with: (1) Having crossed the Guild's picket lines at Paramount Pictures Corporation during the months of March, April, May and June, 1973, without having informed the Guild in advance of the nature of his business with Paramount Pictures Corporation; and (2) having, during the months of March, April, May and June, 1973, rendered services for Paramount Pictures Corporation against whom the Guild was at such time on strike.

G.C. Exhibit 19

FINDING OF THE TRIAL COMMITTEE AND
DECISION AND ORDER OF THE BOARD OF DIRECTORS

Pursuant to Article X, Section 7 of the Constitution and By-Laws of the Writers Guild of America, west, Inc. the Trial Committee submitted, in writing, its findings, conclusions and recommendations to the Board of Directors. The Board of Directors has reviewed and considered the findings, conclusions and recommendations of the Trial Committee and hereby adopts said findings, to wit: Barry Crane is guilty of violating the Guild's Strike Orders and Sections 1, 12, and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, as charged.

IT IS HEREBY ORDERED by the Board of Directors that Barry Crane be expelled from membership in the Guild, effective immediately, and that he be fined the sum of \$10,000.00 plus the costs of the hearing, said sums to be paid to the Guild no later September 6, 1973.

Dated at Los Angeles, California, this 31st day of August, 1973.

For the Board of Directors of the
WRITERS GUILD OF AMERICA, WEST, INC.

By 
JOHN FURIA, JR., PRESIDENT OF THE
WRITERS GUILD OF AMERICA, WEST, INC.

WRITERS GUILD OF AMERICA, west, Inc.



Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRESTVIEW 4-8601
Cable: INTWRITER, LOS ANGELES

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

November 8, 1973

CERTIFIED MAIL #70824
RETURN RECEIPT REQUESTED

BOARD OF DIRECTORS
HERBERT BAKER
JOHN W. BLOCH
JAMES BONNET
NORMAN CORWIN
THEODORE J. FLICKER
JOHN GAY
DAVID HARMON
DAVID KARP
NATE MONASTER
LIAM O'BRIEN
DAVID W. RINTELS
LORENZO SEMPLE, JR.
MELVILLE SHAVELSON
RICHARD ALAN SIMMONS
LEONARD SPIGELGASS
JAMES R. WFB

Mr. Roger H. Lewis
555 South Burlingame Avenue
Los Angeles, California 90049

Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Lewis:

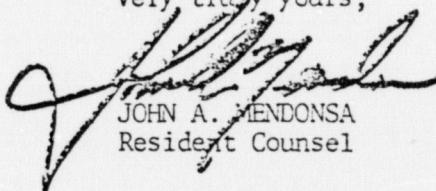
MICHAEL R. FRANKLIN
Executive Director
ALAN GRIFFITHS
Assistant Executive Director
LEONARD CHASE
Executive Assistant
JOHN A. MENDONSA
Resident Counsel

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

DEPARTMENT HEADS
AILEEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. DEATTIE
Residuals
HELYNF LANDRES
Membership
LOIS McCUIRE
Administration
ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

Very truly yours,



JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

ALLEN RIVKIN
Public Relations

NOV 15 1973
FRANK E. LISENFELD

G.C. Exhibit 20

IN THE MATTER OF
WRITERS GUILD OF AMERICA, WEST, INC.
VS.
ROGER H. LEWIS

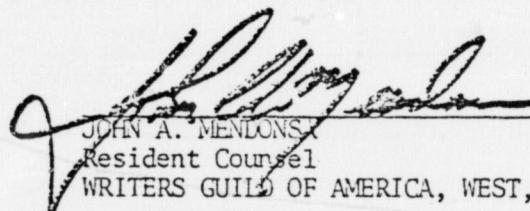
NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 18th day of December, 1973, at 12:30 P.M. at the offices of the Writers Guild of America, west, Inc., located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12 and 13 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at Metro-Goldwyn-Mayer Studios during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for Metro-Goldwyn-Mayer, Inc., a company against whom the Guild was at such times on strike.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.



JOHN A. MENDONSA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 8, 1973

WRITERS GUILD OF AMERICA, west, Inc.



Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild

8955 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048 • CRestview 4-8301
Cable: INTWRITER, LOS ANGELES

November 8, 1973

HAND DELIVERED

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDWIC
Secretary-Treasurer

BOARD OF DIRECTORS
HERBERT BAKER
JOHN W. BLOCH
MRS. BONNET
ARMAN CORWIN
THEODORE J. FLICKER
JOHN GAY
DAVID HARMON
DAVID KARP
NATE MONASTER
LIAM O'BRIEN
DAVID W. RINTELS
LORENZO SIMPLE, JR.
MELVILLE SHAWLSON
RICHARD ALAN SIMMONS
LEONARD SPILGLASS
JAMES R. WEBB

Mr. Mark Rosin
613 Muskingum Avenue
Pacific Palisades, California 90272

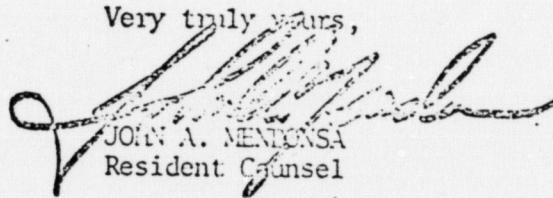
Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Rosin:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,


JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

DEPARTMENT HEADS
AILLEN BACKOFEN
Finance
BLANCHE BAKER
Registration
MAUREEN D. BEATTIE
Residuals
HELYNE LANDRES
Membership
LOIS McCUIRE
Administration
ELENA THURSTON
Signatories
MARGE M. WHITE
Credits

ALLEN RIVKIN
Public Relations

G.C. Exhibit 21
reinhardt

IN THE MATTER OF
WRITERS GUILD OF AMERICA, WEST, INC.
vs.
MARK ROSIN

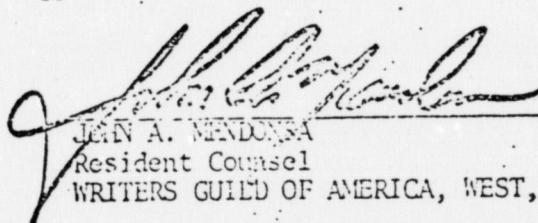
NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 29th day of November, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc. located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at CBS Television City, during the months of April, May and June 1973, without having obtained a Guild pass to enter said premises; (2) having, during the months of April, May and June 1973, rendered services for Columbia Broadcasting System, Inc., a company against whom the Guild was at such times on strike; and (3) refusing to perform picket duties during the strike after having been requested to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.


John A. MENDONCA
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

October 18, 1973



WRITERS GUILD OF AMERICA, west, Inc.

Affiliated with the Writers Guild of America, east, Inc.

Member of International Writers Guild



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LOS ANGELES, CALIFORNIA 90018 • CRestview 4-8601
Cable: INTWRITER, LOS ANGELES

November 6, 1973

JOHN J. FURIA, JR.
President
FAY KANIN
Vice-President
WILLIAM LUDWIG
Secretary-Treasurer

CERTIFIED MAIL #70825
RETURN RECEIPT REQUESTED

BOARD OF DIRECTORS
HERBERT BAKER
JOHN W. BLOCH
JAMES BONNET
NORMAN CORWIN
ODORE J. FLICKER
IN GAY
AVID HARMON
DAVID KARP
NATE MONASTER
LIAM O'BRIEN
DAVID W. RINTELS
LORENZO SIMPLE, JR.
MELVILLE SHAVELSON
RICHARD ALAN SIMMONS
LEONARD SPICELGASS
JAMES R. WEBB

Mr. Philip Barry, Jr.
144 North Bristol Avenue
Los Angeles, California 90049

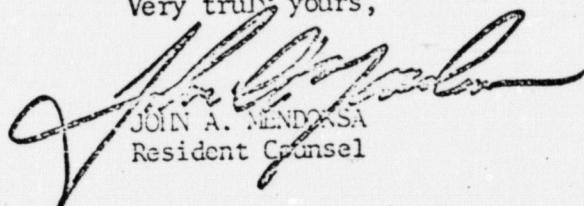
Re: NOTICE OF DISCIPLINARY HEARING AND CHARGES

Dear Mr. Barry:

Pursuant to the provisions of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Guild herewith encloses its official NOTICE OF DISCIPLINARY HEARING AND CHARGES.

It would be appreciated if you would verify your attendance at the hearing by contacting the undersigned.

Very truly yours,


JOHN A. MENDONSA
Resident Counsel

JAM/blb

Enc.

ALLEN RIVKIN
Public Relations

mark r. riva
G.C. Exhibit 22

IN THE MATTER OF
WRITERS GUILD OF AMERICA, WEST, INC.
VS.
PHILIP BARRY, JR.

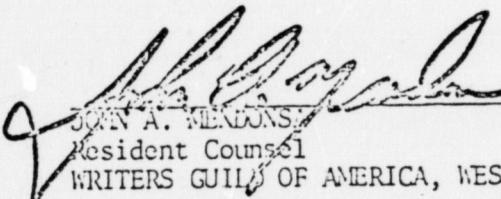
NOTICE OF DISCIPLINARY HEARING AND CHARGES:

PLEASE TAKE NOTICE that pursuant to Article X, Section 1 of the Constitution and By-Laws of the Writers Guild of America, west, Inc., the Board of Directors of the Guild filed with the Guild's Executive Director the written charges set forth below. You are HEREBY NOTIFIED pursuant to Article X, Sections 4, 5 and 6 of the Constitution and By-Laws that a hearing on the charges made herein will take place on the 13th day of December, 1973, at 3:00 P.M. at the offices of the Writers Guild of America, west, Inc. located at 8955 Beverly Boulevard, Los Angeles, California.

NOTICE IS HEREBY GIVEN that you are charged with violation of the Guild's Strike Order and Sections 1, 12, 13 and 28 of the Rules for the Conduct of Members During a Strike, dated February 20, 1973, as amended May 1, 1973, copies of which are attached hereto.

Specifically, you are charged with: (1) having crossed the Guild's picket lines at CBS Television City, during the months of March, April, May and June 1973, without having informed the Guild in advance of the nature of your business with said company and without having obtained a Guild pass to enter said premises; (2) having during the months of March, April, May and June 1973, rendered services for the Columbia Broadcasting System, a company against whom the Guild was at such times on strike; and (3) refusing to perform picket duties during the strike after having been requested to do so by representatives of the Guild.

You have the right to be present at the aforementioned hearing, and to be represented by counsel or by a Current member in good standing of the Guild. You also have the right to introduce evidence, present witnesses on your own behalf and to cross-examine any witnesses who shall testify in support of the charges.


JOHN A. MENJONS
Resident Counsel
WRITERS GUILD OF AMERICA, WEST, INC.

November 6, 1973

July 19, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
3955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. Jon Epstein, purporting to expel me from membership in the Guild and to fine me in the sum of \$2,000.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB,

G.C. Exhibit 23 B

Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,



Jon Epstein

cc: Board of Directors
Writers Guild of America, West, Inc.

July 20, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. John T. Mantley, purporting to expel me from membership in the Guild and to fine me in the sum of \$50,000.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges

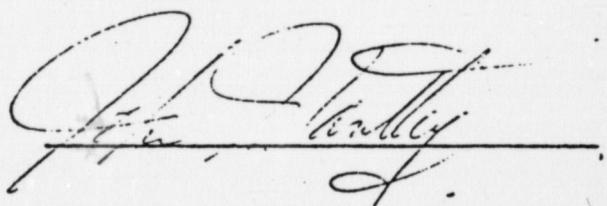
23
G.C. EXHIBIT 18C

of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,



cc: Board of Directors
Writers Guild of America, West, Inc.
MUSIC, PEELER & GARRETT
Larry A. Curtis, Esq.

3 : 15

RECD. EX. DIR.

JUL 20 1973

July 19, 1973

W.G.A.W.

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. Herman Saunders, purporting to expel me from membership in the Guild and to fine me in the sum of \$100.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB,

6.C. EXHIBIT 23 d80

Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than two months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


Herman S. Schneider

cc: Board of Directors
Writers Guild of America, West, Inc.

23D

July 19, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and the Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. David Victor, purporting to expel me from membership in the Guild and to fine me in the sum of \$50,000.00, plus the cost of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article XB, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

The next annual meeting of the Guild is scheduled to be held some time in May, 1974, approximately ten months from the date of this letter. It appears from the wording of the Decision and Order of the Board and of Article XB,

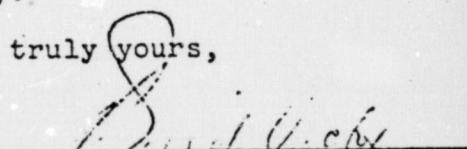
23
G.C. EXHIBIT ²³ 18E

Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure, that a meeting of the membership of the Guild at which this appeal may be heard be called at an early date, in any event not later than four months from the date of this letter, and that I be furnished with written notice of such meeting. If I have not received such written notice within thirty days from the date of this letter I will assume that the Board of Directors of the Guild has declined to call such a meeting of the membership and I will proceed accordingly.

Also, notwithstanding the provisions of Article XB, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


David Victor

cc: Board of Directors
Writers Guild of America, West, Inc.

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. David Levinson, purporting to suspend my membership in the Guild for a period of two years and to fine me in the sum of \$10,000.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November, 1973 to hear appeal

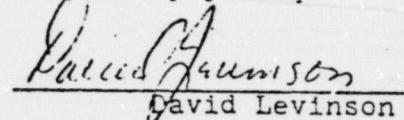
23
G.C. EXHIBIT 08F

in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


David Levinson
David Levinson

cc: Board of Directors
Writers Guild of America, West, Inc.

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. Robert Cinader, purporting to suspend my membership in the Guild for a period of three years and to fine me in the sum of \$5,000.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November, 1973 to hear appeal

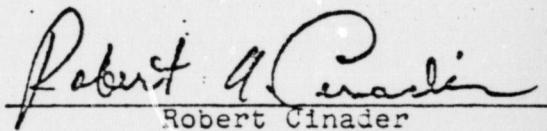
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G.C. EXHIBIT 08G

in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


Robert A. Cinader

cc: Board of Directors
Writers Guild of America, West, Inc.

September 26, 1973

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. Hugh Benson, purporting to suspend my membership in the Guild for a period of two years and to fine me in the sum of \$100.00, plus the costs of the hearing.

For the reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November 1973, to hear appeals.

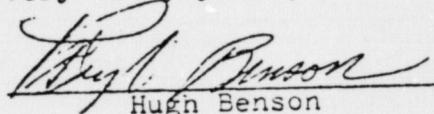
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G.C. EXHIBIT 184

in your purported disciplinary proceedings, and that this appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to suspend and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


Hugh Benson

cc: Board of Directors
Writers Guild of America, West, Inc.

Michael H. Franklin, Esq.
Executive Director
Writers Guild of America, West, Inc.
8955 Beverly Boulevard
Los Angeles, California 90048

Dear Mr. Franklin:

Reference is made to the Finding of the Trial Committee and Decision and Order of the Board of Directors of the Writers Guild of America, West, Inc. in the matter of Writers Guild of America, West, Inc. v. Barry Crane, purporting to expel me from membership in the Guild and to fine me in the sum of \$10,000.00, plus the costs of the hearing.

For reasons advanced by my attorneys at the hearing on the charges against me, and for other good and sufficient reasons, the above mentioned Finding of the Trial Committee and Decision and Order of the Board and the proceedings had in connection therewith were and are illegal, void and unenforceable.

Pursuant to Article X-B, Section 9 of the Constitution and By-Laws of the Guild, I hereby appeal said disciplinary action to the membership of the Guild.

I understand that a special membership meeting will be scheduled during the month of November 1973, to hear appeals

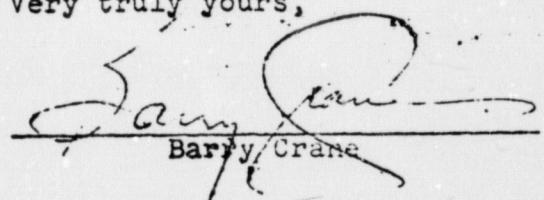
J.C. 10/17/73

in your purported disciplinary proceedings, and the appeal will not be heard or considered until that time. It appears from the wording of the Decision and Order of the Board and of Article X-B, Section 9 of the Constitution and By-Laws that pending this appeal I will have none of the rights and privileges of membership of which I have been deprived by the action of the Board. Consequently, the period during which the appeal will be pending is unreasonably long, and therefore contrary to the provisions of law, including but not limited to the Landrum-Griffin Act. Demand is therefore made that the Decision and Order of the Board purporting to expel and fine me be stayed pending exhaustion of the Guild's internal appeals procedure.

Also, notwithstanding the provisions of Article X-B, Section 9 of the Constitution and By-Laws, I hereby demand the right to appear and be represented at the meeting of the membership by counsel of my own choosing.

I hereby expressly reserve all rights and remedies available to me at law or in equity.

Very truly yours,


Barry Crane

cc: Board of Directors
Writers Guild of America, West, Inc.

November 12, 1973

SPECIAL MEMBERSHIP MEETING

DATE: Monday, November 12, 1973
PLACE: BEVERLY HILTON HOTEL (Grand Ballroom)
TIME: 8:00 p.m.
AGENDA: Disciplinary Matters - Appeals to the Membership

The appeals of the following members in the ~~order~~ listed will be heard.

MEMBER	<u>RULE(S) FOUND VIOLATED</u>	DISCIPLINE IMPOSED
Robert Blees	Strike Rules 12 & 13	Expelled and fined \$25,000 plus the costs of the hearing.
Jon Epstein	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined \$2,000 plus the costs of the hearing.
John Mantley	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined \$50,000 plus the costs of the hearing.
Herman Saunders	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined \$100 plus the costs of the hearing.
David Victor	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined \$50,000.
Hugh Benson	Strike Rule 12.	Suspended for a period of 2 years and fined \$100 plus the costs of the hearing.
Robert Cinader	Strike Order and Strike Rules 1, 12 & 13	Suspended for a period of 3 years and fined \$5,000 plus the costs of the hearing.
Barry Crane	Strike Order and Strike Rules 1, 12 & 13	Expelled and fined \$10,000 plus the costs of the hearing.
David Levinson	Strike Order and Strike Rules 1, 12 & 13	Suspended for a period of 2 years and fined \$10,000 plus the costs of the hearing.

G.C. Exhibit 24

Beagle Exhibit 24

Strike Rule No. 1 reads as follows:

"Any act or conduct which is prejudicial to the welfare of the Guild is subject to disciplinary action. Conduct tending to defeat a strike or in any way weaken its effectiveness is per se conduct prejudicial to the welfare of the Guild."

Strike Rule No. 12 reads as follows:

"All members are prohibited from crossing a picket line which is established by the Guild at any entrance to the premises of a struck producer."

Strike Rule No. 13 reads as follows:

"Members are prohibited from entering the premises of any struck producer for the purpose of discussion of the sale of material or contract of employment, regardless of the time at which it is to take effect. Members are also prohibited from entering the premises of any struck producer for the purpose of viewing any film whether it be a completed picture, stock footage, television pilot or whether it be by nature documentary or industrial or any other type. Should a member find it necessary to visit the premises of a struck producer for any reason apart from the foregoing he should inform the Guild in advance of the nature of such prospective visit."

November 12, 1973

FORMS OF DISCIPLINE

THEIR LIMITS AND EFFECTS

Article X of the Guild's Constitution and By-Laws provides:

Any member of the Guild who shall be found guilty, after a hearing conducted in accordance with the procedures herein prescribed...may be suspended, declared not in good standing, expelled from membership in the Guild, be asked to resign or in lieu thereof, or in addition thereto, he may be censured, fined or otherwise disciplined. (Emphasis added.)

A brief explanation of these terms is as follows:

EXPULSION. Expulsion is generally considered the severest form of union discipline. It strips the individual, for an indefinite period of time, of all rights enjoyed exclusively as a member of the Guild. An individual who has been expelled from membership in the Guild would not have the right to vote on any Guild matters, attend membership meetings, receive Guild mailings, participate on Guild committees, hold or run for office in the Guild, or participate in the Credit Union (unless he is already a member in which case membership in the Credit Union will continue to be extended to him). There is obviously a stigma attached to expulsion which might cause individual members of the Guild to refrain from working with such a person. The Guild itself cannot order its members to refrain from working with an individual merely because he has been expelled. Moreover, the Guild cannot prevent an expelled individual from working in any capacity, including that of a writer. Although the Guild has in its collective bargaining agreements what is generally called a "union security clause" which requires union membership after a period of 30 days, the federal law prohibits a union to cause or attempt to cause an employer to terminate an employee for any reason other than his failure to tender periodic dues and initiation fees. Thus an expelled individual may continue to work as a writer, even for signatory companies. He will not pay dues to the Guild or necessarily comply with its rules or regulations. His employment must be at least at the minimums set forth in the collective bargaining agreement, as he is entitled to benefits and protections of the collective bargaining agreements, i. e., minimums, residuals, credits, pension, health and welfare, and grievance and arbitration.

If the expelled individual desired to regain membership in the Guild he would have to reapply and such application could be accepted or rejected by the Board of Directors.

SUSPENSION. Suspension is generally considered a less severe form of union discipline. It has the same effects as expulsion, explained above, except that it

(see over)

is for a definite period of time, i.e., 6 months, 1 year, 2 years, etc. Once the period of time has lapsed the individual may remain a non-member of the Guild without the obligation to pay dues or to comply with the Guild's rules and regulations as long as he does not perform work within the Guild's jurisdiction. However, as soon as he resumes writing for a signatory company he must comply with the "union shop" provisions ("union security clause") of the collective bargaining agreement and rejoin the Guild. If he fails to tender his dues the Guild may require the employer to terminate the individual (at least with respect to his writing services).

FINES. Fine is a recognized form of union discipline although there are sometimes certain problems associated with it, particularly in their collection. Fines levied by a union may be legally enforceable in a court of law provided the individual has been accorded a fair and impartial hearing and has not otherwise been denied due process of law. Their collection can be a costly and lengthy process. Courts sometimes prefer expulsion or suspension as a method of union discipline.

A major question considered by the courts is the reasonableness of the fine. The law is not definite as to what constitutes a reasonable fine, the National Labor Relations Board and the courts having bandied the issue back and forth for the last few years. It now appears that the U. S. Supreme Court has decided that the issue of reasonableness is for the courts to decide and not the National Labor Relations Board. Courts may be harsher in this matter than the Board would have been.

CENSURE. Censure is an official reprimand, has no effect upon a person's Guild membership.

DECLARED NOT IN GOOD STANDING. This is a form used by the membership department to advise a member of his impending suspension for failure to pay dues. Actually this has no effect on his membership status unless within a prescribed period of time he fails to tender his dues in which case he will be suspended. Thus, the real discipline is suspension.

RESIGNATION. The request for resignation may be coupled with the threat to expel from membership, but in such a case the actual form of the discipline is expulsion and not resignation. A request that a member resign would be somewhat equivalent to Censure. Whether the member then does resign would be a matter for his conscience.

November 12, 1973

PROCEDURAL RULES FOR SPECIAL MEMBERSHIP MEETING

NOVEMBER 12, 1973

The Board of Directors has adopted the following rules to govern procedure relating to appeals of disciplinary matters:

- 1) The Executive Director for the Board will request the Chairmen and members of all Trial Committees who heard cases of the appellants to attend the meeting. The absence of any of these shall not, however, delay or affect the appeal.
- 2) Copies of the Findings of the Trial Committee and Decision and Order of the Board of Directors as to each appellant will be distributed to the members in attendance.
- 3) The Executive Director or a member of the Board will read the Findings, etc. as to each appellant before his case is heard. The Board has determined the order of cases to be heard in accordance with their dates of appeal, and alphabetically therein.
- 4) Each appellant shall be allowed 10 minutes for the presentation of his appeal, which may be given in person or by a Current member or members in good standing of the Guild on his behalf. A member of the Trial Committee or the Resident Counsel of the Guild may respond as to factual matters, but not in excess of five minutes.
- 5) Twenty minutes shall then be allowed for discussion by members of each case with each member limited to 2 minutes of speaking time.
- 6) The appellant or his spokesman may, if he so desires, close the discussion with a presentation not longer than 5 minutes.
- 7) Method of Voting will be by secret written ballot containing specific alternatives. Current members in good standing may vote. Appellants may also vote (including appellants in other pending cases). Members of the Trial Committee which heard appellant's case and members of the Board of Directors will not vote. Ballots will of necessity have to be tallied after the meeting and the results will be mailed to the membership. The Constitution provides that a majority vote of the Current members in good standing attending such meeting shall be sufficient to reverse either the findings of the Committee or the Board or to reduce the discipline imposed.



TWENTIETH
CENTURY-FOX
FILM CORPORATION

November 13, 1973

MR. ANDY KAPLAN
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, CA 90067

RE: WGA Strike/Letters of Indemnification

Dear Andy:

Consistent with your inquiry, attached is a listing of those Hyphenates that were given letters of indemnification during the writers strike.

Should you require additional information, please do not hesitate to contact me.

Best regards,

DAN

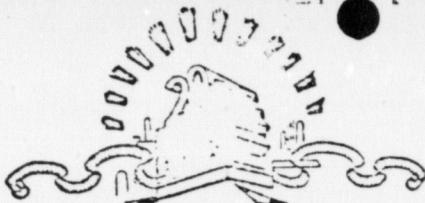
D. E. SLUSSER
Manager, Labor Relations

DES:rlg

Attachment

cc: D. E. Quigley

6.C. EXHIBIT 26 AWA



TWENTIETH CENTURY-FOX FILM CORPORATION

P. O. BOX 900, BEVERLY HILLS, CALIFORNIA 90213

PHONE (213) 277-2211 CABLE ADDRESS: CENTFOX LOS ANGELES - TELEX: 674875

March 8, 1973

Miss Wanda Whitman
10201 West Pico Boulevard
Los Angeles, California 90035

Dear Miss Whitman:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

We intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

We expect you to fulfill your contractual obligations to us as a supervisor and report to work notwithstanding any picket lines or

Miss Linda Whitman

March 8, 1973

- 2 -

other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part do so so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and which is legally sustained.

Very truly yours,

William J. Immerman
Vice President, Business Affairs

WJI:jhm

WRITERS GUILD INFORMATION

- 1) Mr. Robert Sherman
220 South Doheny Drive
Beverly Hills, CA 90211
Sent by Wm. Immerman
- 2) Mr. Robert Aldrich
10201 West Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman
- 3) Mr. James Bridges
449 Skyewiay Road
Los Angeles, CA 90049
Sent by Wm. Immerman
- 4) Mr. Marvin Worth
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 5) Mr. Irwin Allen
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 6) Miss Wanda Whitman
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman
- 7) Mr. Rob Cohen
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Wm. Immerman
- 8) Mr. William D'Angelo
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 9) Mr. Ernie Frankel
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 10) Mr. Anthony Wilson
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 11) Mr. Jon Kubichan
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 12) Mr. William Roberts
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 13) Mr. Stan Hough
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg
- 14) Mr. Stuart Rosenberg
c/o William Morris Agency
151 El Camino Drive
Beverly Hills, CA 90212
Sent by Gordon Stulberg
- 15) Mr. Irving Ravetch
10201 W. Pico Blvd.
Los Angeles, CA 90035
Sent by Gordon Stulberg



PARAMOUNT PICTURES CORPORATION

EUGENE H. FRANK
Vice President and
West Coast Counsel

November 9, 1973

Andrew Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Dear Mr. Kaplan:

You have advised me that you and Harry Keaton are handling, on behalf of AMPTP and its member companies, a number of disciplinary proceedings commenced by Writers Guild of America, West, against certain hyphenates, with reference to the WGA strike last spring, including proceedings brought against Martin Ransohoff, Albert S. Ruddy and Phil Kaufman.

In accordance with your request, I am enclosing copies of the telegrams sent by Paramount to certain persons and companies, including Messrs. Ransohoff, Ruddy and Kaufman.

Sincerely yours,

Eugene Frank

EHF:jm

c: A. N. Ryan
E. Tolkin
R. Schonland

NY: N. Flicker; W. Josiah, Jr.

Encl. to each

26
G.C. EXHIBIT 103

7 *File*
VIA TELEX

April 11, 1973

Please send the following wire to each of the following addressees indicating both addressees on each wire:

WALRUS AND ASSOCIATES, LTD.
C/O SCHIFF, HIRSCH, LEVINE
9777 WILSHIRE BOULEVARD, SUITE 800
BEVERLY HILLS, CALIFORNIA 90212

MR. PHIL KAUFMAN - *white dress*
92A MALIBU COLONY
MALIBU, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

ALTHOUGH THE GUILD HAS CALLED A STRIKE, WE INTEND TO CONTINUE OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF PHIL KAUFMAN AS A DIRECTOR IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. KAUFMAN IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

NOTWITHSTANDING THE STRIKE, WHICH WE HOPE WILL BE SETTLED, WE EXPECT YOU AND MR. KAUFMAN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. KAUFMAN AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. KAUFMAN FOR MEETING SUCH OBLIGATIONS TO HIM, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

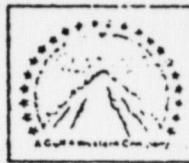
VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESI

FTP:vh



o Legal Fil

INTER-COMMUNICATION

TO: ART RYAN

DATE: March 5, 1973

FROM: EDITH TOLKIN

SUBJECT: WGA stick

Herewith for your files copies of the wires signed by you as Vice-President on behalf of Paramount Pictures Corporation which were sent out today to "hyphenates" with respect to their non-writing services on certain projects for Paramount.

I have indicated the project(s) in the upper left hand corner of the first page, but this does not appear in the wire as sent.

Edith Tolkin

ET:vb

Attach.

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland

NY: Norman Flicker
Walter Josiah

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees:

MR. PAUL MONASH
C/O ZIEGLER * ROSS, INC.
9255 SUNSET BOULEVARD
LOS ANGELES, CALIFORNIA 90069

MR. PAUL MONASH
C/O MITCHELL, SILBERBERG & KNU
1800 CENTURY PARK EAST
LOS ANGELES, CALIFORNIA 90067

DEAR MR. MONASH:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

IF YOU ARE A MEMBER OF THE WRITERS GUILD YOU MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN YOUR CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH YOU ARE EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED YOU WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND YOU RENDER SERVICES FOR US IN ANY CAPACITY OR YOU FAIL TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH YOUR SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL.

AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLIST
IS UNINVITABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS
BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED
ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE
EXPECT YOU TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AS A
PRODUCER

AND REPORT TO WORK NOTWITHSTANDING
ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR COMPLYING
WITH YOUR CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND
THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS
AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR PART TO DO SO.
SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE YOU FOR
MEETING SUCH OBLIGATIONS TO US, YOU WILL BE PROVIDED WITH A DEFENSE
TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU, AND YOU WILL BE
INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY
SUSTAINED.

VERY TRULY YOURS,
PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDENT

ANR by J.

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"ASH WEDNESDAY"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all addressees in each wire:

TANAGRA PRODUCTIONS, INC.
C/O JESS S. MORGAN & COMPANY, INC.
6300 WILSHIRE BOULEVARD
LOS ANGELES, CALIFORNIA 90048
ATTENTION: MR. LEONARD FREEDMAN

TANAGRA PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIA
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF JEAN-CL TRAMONT AS THE ASSOCIATE PRODUCER IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. TRAMONT IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

"THE DICE MAN"

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. AN ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. TRAMONT TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. TRAMONT AS THE ASSOCIATE PRODUCER AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. TRAMONT FOR MEETING SUCH OBLIGATIONS TO HIM, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITH NO COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINES WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

Studio: Dick Schonland RYAN, VICE-PRES
NY: Norman Flicker *P.J.*

ET:vb

cc: BH: Eugene Frank

"RUBY RED"

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

RASTAR PRODUCTIONS, INC.
C/O GERALD LIPSKY, ESQ.
190 NORTH CANON DRIVE
BEVERLY HILLS, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ARTHUR PENN AS THE

DIRECTOR. IF MR. PENN IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. PENN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. PENN AS THE DIRECTOR AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST
THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT
TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOU
OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE
DISCIPLINE MR. PENN FOR MEETING SUCH OBLIGATIONS TO US, HE
WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT
COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINES
WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

ANR b7

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

MILLER-MILKIS PRODUCTIONS, INC.
C/O KENNETH ZIFFREN, ESQ.
10889 WILSHIRE BOULEVARD
SUITE 1260
LOS ANGELES, CALIFORNIA 90025

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF THOMAS L. AND EDWARD M. MILKIS AS THE CO-PRODUCERS IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. MILLER OR MR. / IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MESSRS. MILLER AND MILKIS / FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MESSRS. MILLER AND / AS THE PRODUCERS AND WILL CAUSE THEM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR THEIR COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR THEIR PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. MILLER AND/OR MR. / FOR MEETING SUCH OBLIGATIONS TO HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

Studio: Dick Schonland RYAN, VICE-PRESI
NY: Norman Flicker
Walter Josiah

by E

cc: BH: Eugene Frank
Ralph Karon

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

FRANCIS FORD COPPOLA PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIATES (CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

FRANCIS FORD COPPOLA PRODUCTIONS, INC.
C/O ROSENFIELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTENTION: NORMAN GAREY, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF FRANCIS FORD COPPOLA AS THE DIRECTOR AND THE PRODUCER. IF MR. COPPOLA IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. COPPOLA TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. COPPOLA AS THE DIRECTOR AND THE PRODUCER AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. COPPOLA FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDENT

ANR by E

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

FEATURE PROJECTS

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

MARTIN RANSOHOFF PRODUCTIONS, INC.
9401 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF MARTIN RANSOHOFF AS THE PRODUCER IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. RANSOHOFF IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

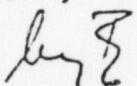
IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. RANSOHOFF TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. RANSOHOFF AS THE PRODUCER AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. RANSOHOFF FOR MEETING SUCH OBLIGATIONS TO U HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,
PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID



Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

ET:vb
cc: BH: Eugene Frank
Ralph Kamon

"THE POLICE CO
TION"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees:

MR. HOWARD W. KOCH
C/O MILTON A. RUDIN, ESQ.
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210

MR. HOWARD W. KOCH
PARAMOUNT PICTURES CORPORATION
5451 MARATHON STREET
HOLLYWOOD, CALIFORNIA 90038

DEAR MR. KOCH:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

IF YOU ARE A MEMBER OF THE WRITERS GUILD YOU MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN YOUR CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH YOU ARE EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED YOU WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND YOU RENDER SERVICES FOR US IN ANY CAPACITY OR YOU FAIL TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH YOUR SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL

AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING
IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS
BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED
ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE
EXPECT YOU TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AS A
PRODUCER AND AS A DIRECTOR AND REPORT TO WORK NOTWITHSTANDING
ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR COMPLYING
WITH YOUR CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND
THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS
AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR PART TO DO SO.
SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE YOU FOR
MEETING SUCH OBLIGATIONS TO US, YOU WILL BE PROVIDED WITH A DEFENSE
TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU, AND YOU WILL BE
INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY
SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDENT

ANR by J.

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker

"THE DICE MAN"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

SACKVILLE PRODUCTIONS, LIMITED
C/O MICHAEL OLIVER, ESQ.
BERGER, OLIVER & COMPANY
40 PICCADILLY
LONDON W.1., ENGLAND

JOHN SCHLESINGER SERVICES, LTD.
IBEX HOUSE
MINORIES
LONDON, ENGLAND

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE OR WILL BE FURNISHING TO US THE SERVICES OF JOHN SCHLESINGER AS THE DIRECTOR IN CONNECTION WITH A FEATURE MOTION PICTURE. IF MR. SCHLESINGER IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO

UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICE FOR US IN ANY CAPACITY OR HE FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES FOR US IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. SCHLESINGER TO FULFILL YOUR CONTRACTUAL OBLIGATIONS TO US AND THAT YOU WILL FURNISH THE SERVICES OF MR. SCHLESINGER AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. SCHLESINGER FOR MEETING SUCH OBLIGATIONS TO U HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

W. RYAN VICE-PRES

"HIT"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

FURIE-SENTINEL-HARKOR PRODUCTIONS,
A JOINT VENTURE
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210

SENTINEL FILM CORPORATION
C/O ALAN R. TRUSTMAN
PARKMAN TAVERN
CONCORD, MASSACHUSETTS 91742

FURIE PRODUCTIONS, INC.
C/O CREATIVE MANAGEMENT ASSOCIATES
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

SENTINEL FILM CORPORATION
C/O CREATIVE MANAGEMENT ASSOCIATES
(CMA)
8899 BEVERLY BOULEVARD
LOS ANGELES, CALIFORNIA 90048

HARKOR, INC.
C/O MILLER & CO.
1256 WESTWOOD BOULEVARD
LOS ANGELES, CALIFORNIA 90024
ATTENTION: LOU LEVITAN

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF SIDNEY FURIE AS THE DIRECTOR. IF MR. FURIE IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. FURIE TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. FURIE AS THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COLUMBIA
PICTURES
COLGEM'S SQUARE
BURBANK, CALIFORNIA 91505

November 9, 1973

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. FURIE FOR MEETING SUCH OBLIGATIONS TO US, I WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

A. N. Ryan

ET:vb

cc: BH: Eugene-Frank
Ralph Kamen

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"PAPER MOO

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

PREMIER DIRECTORS COMPANY
C/O ROSENFELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTN: NORMAN H. GAREY, ESQ.

PREMIER DIRECTORS COMPANY
C/O SCHWARTZMAN & GREENBERG
9777 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212
ATTN: JACK SCHWARTZMAN, ESQ.

PREMIER DIRECTORS COMPANY
C/O WILLIAM MORRIS AGENCY, INC.
151 EL CAMINO DRIVE
BEVERLY HILLS, CALIFORNIA 90212
ATTN: ROGER DAVIS, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF PETER BOGDANOVICH AS THE PRODUCER THE DIRECTOR IF MR. BOGDANOVICH IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. BOGDANOVICH TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. BOGDANOVICH AS THE PRODUCER AND THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. BOGDANOVICH FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESID

A. N. Ryan

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

WARNER BROS. INC.

"THE CONVERSATION"

VIA TELEX

March 5, 1973

Please send the following wire to each of the following addressees and include all of the addressees in each wire:

PREMIER DIRECTORS COMPANY
C/O ROSENFIELD, MEYER & SUSMAN
9601 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90210
ATTN: NORMAN H. GAREY, ESQ.

PREMIER DIRECTORS COMPANY
C/O SCHWARTZMAN & GREENBERG
9777 WILSHIRE BOULEVARD
BEVERLY HILLS, CALIFORNIA 90212
ATTN: JACK SCHWARTZMAN, ESQ.

PREMIER DIRECTORS COMPANY
C/O WILLIAM MORRIS AGENCY, INC.
151 EL CAMINO DRIVE
BEVERLY HILLS, CALIFORNIA 90212
ATTN: ROGER DAVIS, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

WARNER BROS. INC.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE PRODUCING A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF FRANCIS FORD COPPOLA AS THE PRODUCER AND THE DIRECTOR. IF MR. COPPOLA IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. COPPOLA TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL PRODUCE THE PICTURE AND FURNISH THE SERVICES OF MR. COPPOLA AS THE PRODUCER AND THE DIRECTOR AND WILL CAUSE HIM TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. COPPOLA FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDE

ANL by Ef

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"THE LONGEST"
"SAN JUAN HIL"
"NUMBER ONE WITH A BULLET"

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

ALBERT S. RUDDY PRODUCTIONS, INC.
C/O GANG, TYRE & BROWN
6400 SUNSET BOULEVARD
HOLLYWOOD, CALIFORNIA 90028

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND
TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS
GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE
THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN
NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGREEMENT
WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND
REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE
ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF PICTURES FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ALBERT S. RUDDY AS THE PRODUCER. IF MR. RUDDY IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. RUDDY TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. RUDDY AS THE PRODUCER AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. RUDDY FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDE

ANR b7

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

"A SEA CHA

VIA TELEX

March 5, 1973

Please send the following wire to the following addressee:

HILLER PRODUCTIONS, INC.
C/O PAUL, WEISS, RIFKIND, WHARTON & GARRISON
345 PARK AVENUE
NEW YORK, NEW YORK
ATTENTION: ROBERT H. MONTGOMERY III, ESQ.

GENTLEMEN:

PURSUANT TO A REOPENING PROVISION IN THE THEATRICAL AND
TELEVISION COLLECTIVE BARGAINING AGREEMENT BETWEEN THE WRITERS
GUILD OF AMERICA AND OURSELVES, THE GUILD HAS ELECTED TO TERMINATE
THE AGREEMENT, EFFECTIVE AT MIDNIGHT MARCH 4, 1973. WE HAVE BEEN
NEGOTIATING WITH THE GUILD FOR A NEW COLLECTIVE BARGAINING AGRE-
EMENT WITH A VIEW TO REACHING AN AGREEMENT WHICH IS FAIR AND
REASONABLE TO THE WRITERS AND THE MEMBER COMPANIES OF THE
ASSOCIATION OF MOTION PICTURE AND TELEVISION PRODUCERS.

IF THE GUILD CALLS A STRIKE, WE INTEND TO CONTINUE OUR OPERATIONS AND MEET OUR CONTRACTUAL AND MORAL OBLIGATIONS TO SUPPLY THEATRICAL AND TELEVISION MOTION PICTURES TO OUR CUSTOMERS AND THE PUBLIC.

YOU ARE ENGAGED IN CERTAIN PRE-PRODUCTION ACTIVITIES FOR THE PROPOSED PRODUCTION OF A PICTURE FOR US AND YOU ARE OR WILL BE FURNISHING THE SERVICES OF ARTHUR PENN AS THE

DIRECTOR IF MR. PENN IS A MEMBER OF THE WRITERS GUILD HE MAY HAVE RECEIVED FROM THE GUILD A SET OF RULES PURPORTING TO GOVERN HIS CONDUCT DURING THE STRIKE "REGARDLESS OF THE CAPACITY" IN WHICH HE IS EMPLOYED. WE ALSO UNDERSTAND THAT THE GUILD MAY HAVE THREATENED HIM WITH FINES AND BLACKLISTING IN THE EVENT IT CALLS A STRIKE AND HE RENDERS SERVICES IN ANY CAPACITY IN CONNECTION WITH SUCH PICTURE OR FAILS TO REPORT FOR PICKET DUTY. ANY ATTEMPT OF THE GUILD TO INTERFERE WITH HIS SERVICES ON THE PICTURE IN A CAPACITY OTHER THAN AS A WRITER IS UNLAWFUL AND THE GUILD'S THREAT OF FINES, CENSURE, EXPULSION AND BLACKLISTING IS UNENFORCEABLE.

IN 1970 THE REGIONAL OFFICE OF THE NATIONAL LABOR RELATIONS BOARD ADVISED US AND THE GUILD THAT SIMILAR ACTION AND THREATENED ACTION AGAINST MEMBERS OF THE GUILD WAS ILLEGAL.

SHOULD THERE BE A STRIKE, AND WE HOPE THERE WILL NOT BE, WE EXPECT YOU AND MR. PENN TO FULFILL YOUR CONTRACTUAL OBLIGATIONS AND THAT YOU WILL FURNISH THE SERVICES OF MR. PENN AS THE DIRECTOR AND WILL CAUSE HIM TO CONTINUE TO REPORT TO WORK ON THE PICTURE NOTWITHSTANDING ANY PICKET LINES OR OTHER ATTEMPT TO INTERFERE WITH YOUR OR HIS

COMPLYING WITH YOUR RESPECTIVE CONTRACTUAL OBLIGATIONS. WE TRUST THAT YOU UNDERSTAND THAT WE WILL HAVE NO ALTERNATIVE BUT TO RESORT TO OUR LEGAL RIGHTS AND REMEDIES IN THE EVENT OF A FAILURE ON YOUR OR HIS PART TO DO SO. SHOULD THE GUILD ATTEMPT TO FINE OR OTHERWISE DISCIPLINE MR. PENN FOR MEETING SUCH OBLIGATIONS TO US, HE WILL BE PROVIDED WITH A DEFENSE TO ANY SUCH PROCEEDING, WITHOUT COST TO YOU OR TO HIM, AND HE WILL BE INDEMNIFIED AGAINST ANY FINE WHICH MIGHT BE IMPOSED AND IS LEGALLY SUSTAINED.

VERY TRULY YOURS,

PARAMOUNT PICTURES CORPORATION

BY

A. N. RYAN, VICE-PRESIDE

ANR by E

ET:vb

cc: BH: Eugene Frank
Ralph Kamon

Studio: Dick Schonland
NY: Norman Flicker
Walter Josiah

COLUMBIA
PICTURES
COLGEM'S SQUARE
BURBANK, CALIFORNIA 91505

November 9, 1973

Andy Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

Re: WRITERS GUILD

Dear Andy:

As I informed you in our telephone conversation the Columbia Pictures Division of Columbia Pictures Industries, Inc. did not send any letters to hyphenates either prior to or during the writers strike, since as far as it could be determined, there were no members of the writers guild employed by Columbia in capacities other than that of writers.

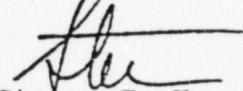
Screen gems sent letters, in the forms previously sent to you, to the following people and on the following dates:

Harry Ackerman	3/5
William S. Bickley	3/5
Henry Colman	3/5
Gordon Farr	3/5
Seymour Friedman	3/5
Arnold Kane	3/5
Sidney Kalcheim	3/5
Tom Gries	3/13
William Asher	4/17 (letter went to his lending company-Ashmon Productions, Inc.)
Bruce Johnson	5/30
Duke Vincent	5/30
W. L. Baumes	5/30

If you need any additional information, or copies of each letter, please let me know.

Kindest regards.

Yours truly,


Steven E. Fayne

SEF/rm

A DIVISION OF COLUMBIA PICTURES INDUSTRIES, INC.

6.C EXHIBIT

36
DC

PICTURES

COLGEM'S SQUARE
BURBANK, CALIFORNIA 91505

November 8, 1973

Andy Kaplan, Esq.
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California 90067

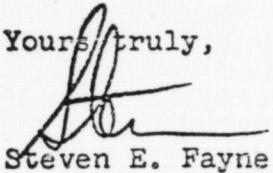
Re: WRITERS GUILD

Dear Andy:

Enclosed are samples of the letters which were sent to hyphenates prior to and during the course of the writers strike. I hope this is the material that you needed. If you need a complete list of the people who received such letters, please let me know immediately as that might take considerable digging.

Kindest regards.

Yours truly,


Steven E. Fayne

SEF/rm

Enclosures

May 30, 1973

Mr. Duke Vincent
Colgems Square
Burbank, California 91505

Dear Mr. Vincent:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild elected to terminate the Agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and to the member companies of the Association of Motion Picture and Television Producers.

Notwithstanding the Guild's decision to call a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild, you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and black-listing in the event you render services for us in any capacity or fail to report for picket duty during the strike. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful, and the Guild's threat of fines, censure, expulsion and black-listing is unenforceable.

In 1970, the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

We expect you to fulfill your contractual obligations to us as a Producer and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative

Mr. Duke V cent
May 30, 1973
Page Two

but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

SCREEN GEMS, a Division of
Columbia Pictures Industries, Inc.

By _____

RAYMOND KURTZMAN
Vice President
Studio Business Affairs

PBS:lg

26 c 4

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 843-6000

CABLE ADDRESS: WARBROS

November 15, 1973

Mr. Andrew Kaplan
Mitchell, Silberberg and Knupp
1800 Century Park East
Los Angeles, California 90067

Dear Andy:

In response to your request, listed below are the persons who were sent copies of the letter previously forwarded to you:

Harry Keller
Stanley Kubrick
Robert Fryer
Floyd Mutrux
Sidney Beckerman
William Tennant
Mel Brooks
Harvey Matofsky
Fred Weintraub
Carl Milliken
Michael Hertzberg
Richard Rush
Neill Simon
Howard Krietzek
William Friedkin
Robert Clouse
Jan Troell

Gene Saks
Dean Jackson
Michael Hamilberg
Anthony Harvey
Paul Schrader
John Huston
Stan Kanter
Marty Elfand
Michael Crichton
John Strong
James Schneider
Duke Vincent
Anthony Spinner
Bruce Johnson
Gerald Schatzberg
Leonard Schrader

Charles Eastman
Paul Mazursky
Michael Wayne
Paul Bogart
Fred Coe
John J. Fuxia, Jr.
E. J. Neumann
Garry Marshall
Gene Roddenberry
Sam Rolfe
A. J. Carruthers
Jack Starrett
William Hendricks
Herb Ross
James Cresson
Michael Hoye

Very truly yours,

Arthur Schaefer
ARTHUR SCHAEFER
Director of Industrial Relations

AS:grm

26
G.C. EXHIBIT

WARNER BROS. INC.

4000 WARNER BLVD. • BURBANK, CALIFORNIA 91505 • (213) 343-6000

CABLE ADDRESS: WARBROS

March 5, 1973

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations as a producer, director or supervisor as the case may be, and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

WARNER BROS. INC.

By P. W. Kennedy
Assistant Secretary

METRO-GOLDWYN-MAYER INC. 10202 West Washington Blvd., Culver City, California 90230 (213) 838-4474

BENJAMIN B. KAHANE
Director of Industrial Relations

November 9, 1973

Mr. Andy Kaplan
Mitchell, Silverberg & Knupp
1800 Century Park East
Los Angeles, California 90067

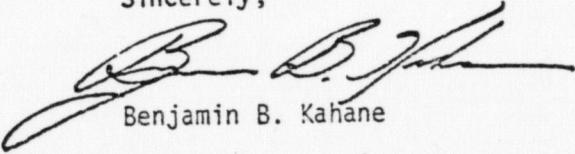
Dear Mr. Kaplan:

We are enclosing a copy of a letter transmitted to the below listed individuals March 5, 1973 setting forth the position of this company with respect to the rights and obligations of such individuals in the event of a strike by the Writers Guild of America.

Reza Badiyi
Allan G. Balter
Hugh Benson
John D. F. Black
James Boyle
Don Brinkley
C. G. Carroll, III
Michael Crichton
Mel Epstein
Norman Felton
Bud Freeman
Joseph Gantman
Frank Glicksman

Jack Haley, Jr.
David Karp
Roger Lewis
Burt Nodella
Bruce Paltrow
Gordon Parks
Sam Peckinpah
Joyce Selznick
Jack Sher
Peter Stone
Russell Thacher
Al C. Ward
William R. Woodfield

Sincerely,



Benjamin B. Kahane

BBK:tw

Attachment

26
G.C. EXHIBIT 10



METRO-GOLDWYN-MAYER INC. 10000 West Washington Blvd., Culver City, California 90230 (213) 636-3000

March 5, 1973

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply Theatrical and Television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render service for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us as a *service* *director* *supervisor*

and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

METRO-GOLDWYN-MAYER INC.

By _____
Vice President

FER/BP:lcd

MGM MEMORANDUM

RECEIVED

MAR 06 1973

IND. REL

FROM: Bradner Petersen
TO: Ben Kahane
DATE: 3/6/73
SUBJECT: NOTICES TO WGA HYPHENATE MEMBERS

Enclosed is a list of WGA hyphenate members to whom notices were sent 3/5/73 advising them that they should report to render their services as a director, producer or supervisor and that they would be indemnified against fines by the Guild for rendering such non-writing services or refusing to cross picket lines. Also enclosed is a copy of the letter for your information.

If there are other persons we have overlooked, it would still be appropriate to send out a similar form of letter.

BP

BP:lcd

Enclosures

cc: Messrs. Frank Rosenfelt (w/enclosures)
Frank Davis " "
Lindsley Parsons, Jr. " "
Harris Katleman " "
C. Wheeler Coberly " "
Dale Hutchinson " "



WALT DISNEY PRODUCTIONS

500 S. BUENA VISTA ST. • BURBANK, CALIFORNIA 91505 • CABLE ADDRESS: DISNEY

March 5, 1973

Mr. Roy E. Disney
10010 Toluca Lake Avenue
North Hollywood, California 91602

970-9372

Dear Mr. Disney:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

If the Guild calls a strike, we intend to continue our operations and meet our contractual and moral obligations to supply theatrical and television motion pictures to our customers and the public.

If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us as a Producer and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt

G.C. 26 *BF*

WALT DISNEY PRODUCTIONS

to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

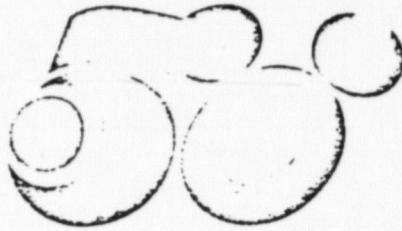
Very truly yours,

WALT DISNEY PRODUCTIONS

By

A handwritten signature in black ink, appearing to read "Walt Disney". The signature is fluid and cursive, with "Walt" on the top line and "Disney" on the bottom line.

WALT DISNEY
PRODUCTIONS
CELEBRATES



HAPPY YEARS
OF FAMILY
ENTERTAINMENT

November 9, 1973

Mr. Andrew Kaplan
Mitchell, Silberberg & Knupp
1800 Century Park East
Los Angeles, California

Dear Andy:

Pursuant to your request, the following Disney hyphenates received letters instructing them to report to work in non-writing capacities in the event of a Writers strike:

James Algar
William Bruckner
Larry Clemons
Roy E. Disney
Gabe Essoe
Winston Hibler
Ward Kimball
Thomas Leetch
Bob Metzler
Frank Paris
Robert Stephenson
William Walsh

Sincerely,

Edward P. Prelock
Edward P. Prelock
Manager, Labor Relations

EPP:ps

March 5, 1973

Mr. Andrew J. Penady
Bing Crosby Productions, Inc.
720 North Carter Street
Hollywood, California 90038

Dear Mr. Penady:

Pursuant to a reopening provision in the Theatrical and Television Collective Bargaining Agreement between the Writers Guild of America and ourselves, the Guild has elected to terminate the agreement, effective at midnight March 4, 1973. We have been negotiating with the Guild for a new collective bargaining agreement with a view to reaching an agreement which is fair and reasonable to the writers and the member companies of the Association of Motion Picture and Television Producers.

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If you are a member of the Writers Guild you may have received from the Guild a set of rules purporting to govern your conduct during the strike "regardless of the capacity" in which you are employed. We also understand that the Guild may have threatened you with fines and blacklisting in the event it calls a strike and you render services for us in any capacity or you fail to report for picket duty. Any attempt of the Guild to interfere with your services for us in a capacity other than as a writer is unlawful and the Guild's threat of fines, censure, expulsion and blacklisting is unenforceable.

In 1970 the Regional Office of the National Labor Relations Board advised us and the Guild that similar action and threatened action against members of the Guild was illegal.

Should there be a strike, and we hope there will not be, we expect you to fulfill your contractual obligations to us as a producer and report to work notwithstanding any picket lines or other attempt to interfere with your complying with your contractual obligations. We trust that you understand that we will have no alternative but to resort to our

G.C. Exhibit 27 ①

John J. Kennedy
March 5, 1973
Page -120-

legal rights and remedies in the event of a failure on your part to do so. Should the Guild attempt to fine or otherwise discipline you for meeting such obligations to us, you will be provided with a defense to any such proceeding, without cost to you, and you will be indemnified against any fine which might be imposed and is legally sustained.

Very truly yours,

J. R. Rodgers

JRR/jj

cc: Charles A. Pratt
Robert Broder

CBS MEMORANDUM

FROM: Robert D. Wood
TO: CTN-HOLLYWOOD SUPERVISORY PERSONNEL
DATE: March 28, 1973

Re: Writers Guild Negotiations

As you probably know, CBS has been engaged for several weeks in collective bargaining negotiations with the Writers Guild of America in an effort to arrive at a new film agreement. We earnestly hope that we can arrive at a fair settlement. However, the Guild once again is making improper demands to expand their jurisdiction to cover the employment of producers, associate and assistant producers, and other executives and supervisory employees under these agreements.

I am most concerned about other courses of action recently taken by the Guild. The Guild has threatened that if you are a member of the Guild, whether active or inactive, associated, withdrawn or suspended, whether or not in good standing, in the event a strike is called by the Guild and a picket line established and you cross such picket line to render your supervisory services for CBS, the Guild will fine you and have you blacklisted. It is the opinion of our counsel that the imposition of such fines would constitute a violation of the National Labor Relations Act and would be unenforceable, and that such threats of blacklisting are unlawful and such blacklisting would be unenforceable.

In 1970 we filed charges with the National Labor Relations Board concerning similar Guild threats. At that time the Regional Director of the Board advised us and the Guild that such threatened action was illegal. We are prepared to again file charges if the need arises.

In the event of a strike and/or the establishment of any picket line, we will expect you to continue to perform as a member of our management team and continue to report for work. If you are a member of the Writers Guild, such

scribble

G.C. Exhibit 28

membership will not relieve you of your supervisory obligations to us but should the Guild attempt to fine you for performing your supervisory obligations to us and institute proceedings to impose such fines, CBS will provide you with defense to any such proceedings at our cost and will indemnify you against any such fines imposed in such proceedings.

You realize that CBS must and will preserve all of its legal rights and remedies if you are in breach of contract or otherwise fail to render your services as a supervisor.

We undertake this course of action with regret, but we simply must fulfill our contractual and moral obligations.

R.D.W.

DAILY VARIETY
June 27, 1973
Page 1

WGA FINES, OUSTS

5 HYPHENATES

**50G Slapped On Mantley,
Victor; 25G For Blies;
Some Say They Won't Pay**

By DAVE KAUFMAN

Writers Guild of America has taken drastic action against five hyphenates accused of violating strike rules, imposing fines ranging from \$100 to \$50,000 on the members so charged, and expelling all of them. There are other cases before the Guild, which were not mentioned, and WGA said verdicts on those aren't all in yet. Board has affirmed findings on the five by the trial committee and voted penalties.

The strike ended Sunday when writers voted ratification of four-year contract with Association of Motion Picture & TV Producers.

All of the hyphenates disciplined said WGA hadn't told them of the actions, that the first they knew about it was when contacted for comment by Daily Variety. Some pointed out WGA West prez John

Furia Jr. Sunday had told membership names and fines would be released only after individuals involved were told about it first.

Top Penalties

Severest penalties were slapped against John Mantley, exec producer of "Gunsneke" on CBS-TV, and David Victor, exec producer of "Marcus Welby, M.D." and "Owen Marshall," both on ABC-TV. Each

(Continued on Page 8, Column 1)

WGA FINES, GUSTS 5 HYPHENATES; SOME SAY THEY WON'T PAY UP

(Continued from Page 1, Column 5)
man was fined \$30,000. Mantley de-
clined immediate comment.

Victor said, "I'm upset, but I'm not surprised. I did cross the picket lines. I am an officer of a sister guild (I was just reelected treasurer of Producers Guild of America), and I was performing services as a producer. This is a jurisdictional fight which shouldn't be settled by bad words and disciplinary hearings of this sort, but should be settled once and for all in court. I personally don't expect to pay the fine. I always felt the studio would. Universal had said it would indemnify."

Robert Blees was fined \$25,000; Jon Epstein, \$2,000; and Herman Saunders, \$100. Acquitted was Gene Stephen Taft, a recording exec, and one other the Guild did not identify, but reportedly a trailer department employee at MCA.

Some Not Mentioned

Not named in the release were other hyphenates such as Jack Webb, Cy Chermak, Michael Crichton and Peter Bogdanovich, all previously mentioned as being before the Guild disciplinary committee.

Mantley was charged with having crossed the picket lines at Studio Center in April to work for CBS, a struck company. He did not attend the hearing, was repped by counsel. He and others involved are ordered to pay fines by Aug. 1.

Victor was charged with having crossed picket lines in April for purpose of working for Universal, a then-struck company. He also didn't attend the hearing, was repped by counsel.

Epstein was charged with having crossed U picket lines in April to work for the then-struck company. He also didn't attend meeting at which his case was aired, was repped by counsel.

Epstein 'Not Surprised'

Epstein commented, "I'm not surprised. After all, the hearing was held with the judges the accusers. In the Guild's April statement it said I was guilty. It is absolutely correct, so I am not surprised at its position, it is obvious. But I did not render services as a writer, and this is the key to the whole thing. We are being discriminated against, and I find it ridiculous.

"If I wrote 10 years ago and worked as a waiter at Universal, I would be subject to exactly the

same disciplinary measures. I don't know if I will pay the fine. In my opinion, the studio will be studying the matter, since we are indemnified. They could bring me into court if they want to, but I feel this is discriminatory since scores of hyphenates crossed the picket lines."

Blees was charged with crossing a Guild picket line March 6—the day the strike began—to work for QM Prods., at that time on the struck list. He didn't attend the hearing, was repped by counsel. At the time of the alleged violation, he was story ed on QM's "Barnaby Jones." Blees declined to comment until officially notified by WGA.

Saunders, exec producer of "Adam-12," was accused of having crossed U picket lines in April to work for a then-struck company, and he, too, was repped by counsel in his absence at the hearings. He had no comment yesterday.

WGA said all members found guilty may appeal the disciplinary action to the membership of the Guild at its next annual meeting in May. Notice of appeal must be filed with the Guild within 30 days. Pending the appeal the member involved has none of the rights and privileges of membership.

LOS ANGELES TIMES
June 27, 1973
Part I, p. 3

Writers Guild Fines, Expels 5 Who Crossed Picket Lines

BY JOHN DREYFUSS
Times Staff Writer

Five members of the Writers Guild who crossed picket lines during a recent strike have been expelled from the union and fined a total of \$127,100, guild spokesmen said Tuesday.

All five said they are producers and crossed the lines in order to do production work. They said they did no writing during the 16-week strike that ended Sunday.

"This is a jurisdictional dispute," said Jon Epstein, producer of *Owen Marshall*, who was fined \$2,000. "The guild feels it represents any member no matter what he is doing."

The five producers said their studios had told them to continue production work, and had promised to fight any guild fines in court and to make restitution if the fines were upheld.

The National Labor Relations Board is currently reviewing the question of whether the Writers Guild can legally prevent its members from crossing picket lines if

those members also belong to another union.

All five expelled guild members are also in the Assn. of Motion Pictures and Television Producers.

Besides Epstein, those expelled and fined were:

—David Victor, executive producer of *Griff*, *Marcus Welby, M.D.* and *Owen Marshall*. He was fined \$50,000.

—John Mantley, executive producer of *Gunsmoke*, was fined \$50,000.

—Robert Blees, executive story consultant on *Barnaby Jones*, was fined \$25,000. Blees said his title included the duties of associate producer.

—Herman Saunders, executive producer of *Adam 12*, was fined \$100.

The fines were based on the length of guild membership, amount of writing accomplished, income, and "various other factors," a guild spokesman said.

He said that if any of the five who

Please Turn to Page 13, Col. 1

GUILD

Continued from Third Page
were fined refused to pay, the guild would go to court in an effort to get the money.

Epstein said that "many, many more" producers who are guild members crossed picket lines than those who were fined. He estimated the number at between 30 and 70.

More fines and expulsions of writer-producers are expected, but the number is not expected to approach 30.

The guild's trial committee found the five producers guilty of union infraction. The organization's board of directors affirmed the findings and voted to levy the fines.